

1894-024
Lee Co.

Chancery Causes: Eliza J. Barron vs John Gilley &c

Collier, Gilley, Ely

CA - Contract Dispute
T - Property
Women O

- Deed
- Correspondence

To the Hon. H. S. K. Morrison, Judge of the circuit court for the county of Lee:

Humbly complaining, sheweth unto your honor your oratrix, Eliza J. Barron, of Big Stone Gap, Wise County, Virginia - That W. N. A. Barron, Jr., the late husband of your oratrix, was in his lifetime, and during the time he was married to your oratrix, seized in fee simple of divers freehold estates, and being so seized, the said W. N. A. Barron, Jr., departed this life on or about the 1st day of April, 1885, leaving your oratrix his widow, whereby your oratrix became by law entitled to her dower in the said freehold estates, which lands lie in Turkey Leone, Lee County, Virginia, joining the farms of J. K. P. Barron and others, all in one body but of several parcels, containing about one hundred and forty six acres, and of the value of four thousand five hundred dollars on the 27th day of January 1876, and on the 1st day of April, 1885 respectively.

Your oratrix further represents that
 a cns of said freehold estates,
 is in the possession of John Gilly, and
 that a cns of the same is
 in the possession of James H. Collier;
 that the said John Gilly and James H.
 Collier claim title to these freehold estates
 under and by virtue of a bogus, fraudulent,
 and, illegal paper, or papers, commonly
 called a Deed, and a Power of
 Attorney.

The Deed purports to have been ex-
 ecuted to the said John Gilly and James
 H. Collier by your oratrix, and by J. K. P.
 Barron as Attorney in Fact for the husband
 of your oratrix, W. N. A. Barron, Jr., which
 deed bears date on the 27th day of January,
 1876; and shows on its face the inadequ-
 ate consideration of \$15⁰⁰ — less than
 \$11⁰⁰ per acre — but reasonably worth
 \$30⁰⁰ per acre at that time. Said Deed
 is here filed as part of this bill marked "A."

Your oratrix here charges that at the time
 that said Deed purports to have been

executed and acknowledged by her, that
 she was a married woman, that her
 husband had previously become involved
 in a difficulty in which he killed a
 man, and was then, and ever
 after remained beyond the boundaries of
 this State, and away from your
 oratory - leaving her without his advice
 and protection; that she never executed
 nor acknowledged said Deed; that the
 pretended certificate of her acknowledgments
 shows on its face that she did not
 acknowledge said Deed privately and
 apart from J. R. P. Barrow Attorney in
fact for Wm. N. A. Barrow, Jr., her husband,
 as it should have done, if such was true,
 and the said J. R. P. Barrow then assumed
 to act in that matter for the husband of
 your oratory.

But your oratory charges that as the
 Law then was that she could not make
 a deed except that her husband join
 with her therein; that she could not
 then legally join in a deed with her

Husband's Agent or Attorney in fact; if he had ~~had~~ one, and any act that she may have done is void. — at least; she here charges that it is voidable. — Though, your oratrix further charges that the Power of Attorney under which J. H. P. Barron acted is an illegal and void paper — at least — it is also voidable — and that, on its face; that the same is not sealed as it should be, in as much as a Seal must be under seal to constitute it sufficient to convey a legal right to real estate in Virginia.

Your oratrix further charges that said bogus Power of Attorney was never acknowledged nor executed by her husband ^{as the law required} Wm. M. G. Barron, Jr.; that said paper is now improperly upon record in the Clerk's Office of Lee County, Virginia ^{it is not under seal and} for the reasons that the Certificate of acknowledgment does not certify the date of the Power of Attorney, and does not certify that it was acknowledged in the State where the Certifying Officer acted,

57

and does not certify that said paper was signed, nor that it was executed and acknowledged, or either, in the County where the said Officer acted - all of which the Statute of Virginia ^{and others to be assigned at bar} required - For these reasons, said paper is null and void. A copy of which is filed as part of this bill marked B.

Then, in any event, the said paper under which J. K. P. Barron acted being null and void, as your oratrix charges that it is, and as she could not make a bond except her husband join her in the same - and she charges that she could not - the said bond under which the said John Gilly and James H. Callier claim title is null and void as to her.

Your oratrix is now 52 years old and is willing take down in kind or its value in cash.

The premises considered, the prayer of your oratrix is that John Gilly and James H. Callier be made parties defendant -

to this Bill; that they be required to answer
the same, but not upon oath, that being
waived; that upon a hearing of the cause
the Judge from your oratrix and J. R. P.
Barrow Atty in Fact for Wm N. G. Barrow
to John Gilly and James H. Collins
be declared null and void as to
your oratrix; that Commissioners be
appointed to assign your oratrix
Dower in the freehold estates herein
described; that a Commissioner also
be appointed to ascertain the rents and
profits due your oratrix from the 1st
day of April, 1887, till a time when
she is put into possession of her
Dower; that General relief be granted
her, and as in duty bound your
oratrix will ever pray.

Wm A. Orr, Sols
M. G. Ely }

Eliza J. Barron
vs } Bill - chy.

John Gilly et. als

"A" & "B" Filed

1893 1st Sept Rules Bill filed
Spa Exd & D. nisi

" 2^d Sept Rules D. W. Giff
& Cause set for hearing
by Plaintiff

" Nov. Decrees & Contd
1894 March Term Decree
final O. B. 582

Cost

Wm. A. Orr } Solrs.
M. A. Ely

Com. duration too small

To the Hon. H. S. K. Morrison, Judge of the Circuit Court for the County of Lee:

Humbly complaining, sheweth unto your honor your oratrix Eliza J. Barrow, of Big Stone Gap, Wise County, Virginia. That W. N. G. Barrow, Jr., the late husband of your oratrix, was in his lifetime, and during the time he was married to your oratrix, seized in fee simple of divers freehold estates, and being so seized, the said W. N. G. Barrow, Jr., departed this life on or about the 1st day of April 1887, leaving your oratrix his widow, whereby your oratrix became by law entitled to her dower in the said freehold estates, which lands lie in Turkey Cove, Lee County, Virginia, joining the farms of J. R. P. Barrow and others and contains about one hundred and forty six acres and worth \$4500.

Your oratrix further represents that
acres of said land is
in possession of John Gilly; and that
acres is in possession
of James H. Callier; that the said John

Gilly and James H. Collier claim title to these lands under and by virtue of a bogus deed, which deed purports to have been executed to them by your orating and J. R. P. Barrow as Attorney in fact for her said husband W. N. A. Barrow, Jr., which deed bears date on the 27th day of January, 1876, and is here filed as part of this bill marked Exhibit "A"; that the said Power of Attorney is bogus and illegal under and by virtue of which the said J. R. P. Barrow acted; that the same is not a sealed instrument and is for that reason a void paper - at least it is voidable because not sealed - thus rendering all acts of J. R. P. Barrow as Attorney in fact for W. N. A. Barrow Jr voidable, and void; that the said power of attorney is not acknowledged as the Statute of Virginia then required, in this; that the Certificate of acknowledgment does not certify the date of the Power of Attorney, nor that it was acknowledged

in the State where the Certifying Officer acted, nor that it was acknowledged and executed in the County where the Officer Certifying &c acted, all of which the Law of Virginia requires. A copy of said power of Attorney is here filed as part of this bill as exhibit "B."

Your orating crowd charges that her husband never at any time executed any Power of Attorney, legally, whereby he authorized J. R. P. Barron to sell the real estate herein named; that Exhibit "B" is in its nature too general and is voidable for that reason.

Your orating crowd charges that she did not join with her husband nor did her husband join with her in the deed here filed as exhibit "A." Nor did any person join with her in said deed who was at the time legally authorized to act for

Your oratory now charges that she was not examining privately and apart from J. H. P. Barrow, the pretenses of Exhibit "A" will show, which is the spirit of the Law - be the said J. H. P. Barrow pretending to act for and instead of her husband - and she further charges that she never did execute nor acknowledge said and marked exhibit "A" -

her husband, the said W. N. A. Barrow, Jr; that the land then required is conveyances of real estate by that the goddess then by a married woman with an agent married women; that she did not warrant any title as will appear from said deed; that her said husband was not then in the country and that she was then wholly without his protection and advice; that she is now 52 years of age. The premises considered, the prayer of your oratory is that John Kelly and James H. Collier be made parties defendant to this bill and that they be required to answer the same but not upon oath that being here waived; that upon a hearing of the cause the said deed be filed as exhibit "A" be declared null and void; that Commissioners be appointed to assign your oratory down into the lands herein described; that a Commission be appointed to ascertain the rents and profits of her said down in said lands from the 1st day

was illegal & void.

of April 1887, till she is placed into
possession; that general relief be granted
your oratory, and as in duty bound
she will ever pray.

M. A. Ely & Attorney
Wm. A. Ely & Plff.

Mund: of Authonides
Wharton " C. Ev.

A and must be under seal to
constitute it on its face prima
facie sufficient to convey a
legal right.

* The spirit of the State and of the common law forbids that the husband empower another to join for him with his wife in a deed. While the law meant ~~that~~ to protect the wife against impositions upon her by her husband, her land, it did not intend to take from her the protection of her peculiar protection - the protection the law has ever guaranteed to free courts in all envelopes governments. If so, her examination should have been referred from her husband's agent.

Eliza J. Brown } Br of P & P.
as
John Kelly et al }
1st.

Deed of free Court must be executed by
husband also, 3 R. 468, *
Barlowe Chy. R. Vol. 2, p 977

Inasmuch as a deed must be sealed in order to pass a legal right to real estate in pa a Power of Atty. must be sealed Yuckers Commentaries Bk 1 p. 87, Bk. 2 p. 235, 260,

3rd

There is no evidence that husband of P & P was signed, executed, or acknowledged the Power of Atty. In Code 1873-4 '87 on subject of acknowledgments of deeds

Eliza J. Barron ^{1 Ely^{2d} Orr}

vs } Bess in ley

John Gilly et al

18th M. Court

J. H. Searles

C. M. Harris

Eliza J. Barron
vs } Answer
John Gilly et al

The joint and separate answer
of John Gilly and Jas H Collier to
Bill in chancery exhibited in Lee
Circuit Court by Louisa J. Bar-
ron, who is also known as Eliza
J. Barron against them.

For answer respondents state
that after the institution of this
suit the matters in difference
between said plaintiff and
themselves, to-wit on the 21st day of
September 1893, were by mutual
agreement fully settled. The
agreement of said parties
was that respondents should
pay to said plaintiff the
sum of \$200 ^{1/2 cash balance in one year} in full satisfaction
of her claims and that she should
forthwith convey to respondents
her interest in the land mentioned
in her bill and dismiss, at her
own cost this suit. This agree-
ment was carried out in part;
your respondents paid to said
Complainant \$100 and gave her
a note for the balance, ^{proper agreement} and
she then executed and delivered
to them a deed according to
agreement, which is herewith

Eliza J. Barron

vs }
John Gilley & Jas H. Collier

This cause came on again this day to be heard on the papers formerly read herein and on the depositions of witnesses and exhibits filed therewith, and was argued by Counsel; whereupon it is adjudged, ordered and decreed that Complainant's bill be dismissed at her own cost; and nothing further appearing necessary to be done herein, it further ordered that this cause be stricken from the docket.

Eliza J. Barron
Decree
Final

John Gilly & Jas H. Collier
Entered Chy
Order Book
Page 582.
mch 14th 94

Enter
H. S. K. M.
Mar 14/94

Ely J Barron

Jno Gilly et al

This cause came on again this 16 day of November 1893 to be heard on the papers formerly read herein and on the verified statement of counsel for defendants, and was argued by Counsel; whereupon for cause appearing sufficient to the court it is ordered that the decree entered in this cause on November 10, 1893 be vacated and held for naught; and on leave given defendants filed in open court this day their joint and separate answer and an exhibit therewith to which plaintiff replied generally, and this cause ~~being heard on~~ ~~all of the said papers, was argued~~ ~~by counsel; whereupon it is adjudged,~~ ~~ordered and decreed that plaintiff's~~ ~~bill be dismissed and that de-~~ ~~fendants recover their costs herein~~ ~~expended, and nothing further ap-~~ ~~pearing necessary to be done herein~~ it is ordered that this cause be ~~stricken from the docket.~~ is continued

Eliza J. Barron

Decree

vo

John Gilly et al
Entered Chy O.B.
page 539, Nov
11th/893. Hyatt D.C.

Enter
H. H. M.

Nov 16th/893

Eliza J. Barron Plff.

vs. $\frac{2}{3}$ Deere

John Gilley et als.

This cause came on this day to be heard on the bill taken for confessed as to defendants on whom process had been duly served - and was argued by counsel. And it appearing that the subject matter of the controversy had been compromised by the parties, and a question of cost only remains to be disposed of. On consideration of which it is adjudged, ordered and decreed That the plaintiff recover of the defendants John. Gilley and James H. Collier their costs in this behalf expended and the cause is stricken from the docket,

~~Exhibit No. 1~~
~~John Smith~~
~~John Smith~~

Eliza J. Barron Oly

US 22 Decr.

John Gilley et als Defts

Entered Ch. O. B. p. 573
Nov. 13th 1893.

Enter This
H. L. K. M.
Nov. 10th 1893.

The depositions of John Gilly and James H. Collier, taken at the office of Bullitt & McDowell January 23rd, 1894, before John B. Payne, Notary Public, between 9 A. M. and 6 P. M. o'clock pursuant to notice hereto annexed, to be read as evidence in behalf of the defendants in a certain suit in chancery pending in Lee Circuit Court in which Louisa J. Barron is plaintiff and John Gilly and James H. Collier are defendants.

Present, Wm. A. Orr and N. G. Ely, counsel for plaintiff, and H. C. McDowell, Jr., counsel for defendants.

John Gilly, a witness of lawful age, having first been duly sworn, deposes and states as follows:

Q. 1-Mr. Gilly, it appears that the above mentioned suit has been practically settled by a compromise as to all matters in dispute except as to the costs of the suit. I will now ask you to file as part of your deposition any agreement or writing that may have been made between the plaintiff and the defendants in this case, and also to state whether or not there was any other subsequent verbal agreement by which the aforesaid written contract was changed?

Plaintiff by counsel objects to the question and answer thereto, the writing being the highest evidence of what occurred, and because the question is leading.

Wm. A. Orr.

A. 1-I herewith file, marked exhibit No. 1, as part of my deposition the written agreement. There was not any subsequent verbal agreement by which said writing was changed.

Q/ 2-Whose signature is it that is affixed to the said writing?

A. 2-It is the signature of Louisa J. Barron.

-2-

Q. 3 -State whether or not the said Louisa J. Barron, who signed said paper, is the same person who is the plaintiff in this suit, ⁱⁿ ~~at~~ which you are now testifying?

A. 3-She is the same person.

Q. 4-I perceive on reading the said paper that the question of the payment of costs in the said suit is not directly mentioned, unless it be by inference. I will now ask you to state whether or not there was any agreement on the part of yourself and Collier to pay the costs in said suit?

A. 4-There were not, any agreement.

Q. 5-Please state whether or not the said plaintiff said anything bearing on the subject of the payment of costs, and if so what it was that she said?

A. 5-She said she guessed she would have a lot of costs to pay on this suit.

Cross examination.

Where

Q. 1-~~Was~~ ^{Where} was this compromise made, Mr. Gilly?

A. 1-Down ~~at~~ Mrs. Barron's dwelling house, in Big Stone Gap, Virginia.

Q. 2-Who was present during the time that this matter was talked of?

A. 2-~~John~~ ~~Gilly~~ James Collier was present and _____ Barron part of the time. I don't think Polk Barron was there

Q. 3-Was R. P. Barron there?

A. 3-R. P. Barron was there when she made the deed.

Q. 4-Did you have any talk with R. P. Barron at this time that is, the day the compromise was made, with reference to the costs in this case?

A. 4-No, sir, nothing that I remember of at all.

Q. 5-Did you or not on that day agree to pay the legal costs in this suit?

-3-

We
A. 5-~~I~~ did not.

Q. 6-Did you on that day agree to pay the legal costs of this suit?

A. 6-I did not.

Q. 7-Did you have any conversation with R. P. Barron after that with reference to the costs?

A. 7-No, sir, none that I remember of. There was nothing talked as I know of except what was talked there with Mrs Barron.

Q. 8-State whether or not R. P. Barron said anything to you in regard to the costs of the suit?

A. 8-No, sir, I don't remember that he did. He said ~~this~~ this: that if he had been in his mother's place he would have had nothing to do with it -- He would not have had any suit brought. She said she did not bring the suit; that she did not know anything about it until after the suit was brought by Mr. Ely and Mr. Orr.

Q. 9-Do you mean to say, Mr. Gilly, that she said that to you or to R. P. Barron?

A. 9-She said that to us all. Mr. Collier was present.

And further the deponent sayeth not.

John Gilly

James H. Collier, a witness of lawful age, being first duly sworn, deposes and states as follows:

Q. 1-Please state whether or not the agreement made between ~~xx~~ the plaintiff in this case and John~~x~~ Gilly and yourself is the one evidenced by the writing filed with John Gilly's deposition as exhibit No. 1?

A. 1-Yes, sir, that was the contract.

-4-

Q. 2-Please state what, if anything, was said as to the question of the claims of costs?

A. 2-There was nothing more than she said she would have it to do --- she would have some costs to pay.

Q. 3-State whether or not there was any conversation between John Gilly and R. P. Barron, or between yourself and R. P. Barron as to the question of costs?

A. 3-There was not any.

And further this deponent sayeth not.

*Jas H Collier
for m*

Also the deposition of M. G. Ely, a witness of lawful age who is introduced by the plaintiff. The witness after first being duly sworn, deposes as follows:

Q. 1-Mr. Ely, how is it that you appear to be counsel in this case? State all about it?

A. 1-I was employed by J. P. Barron.

Q. 2-For whom?

A. 2-For his mother, himself and others.

Q. 3-Did you ever have any talk with Eliza J. Barron about this case in which she recognized you as her counsel? If so state it?

A. 3-Well, I don't know that I had any talk with her specially about it, but Jim and myself have talked about the matter in her presence.

Q. 4-Do you know that she settled or compromised this case, and that she received a benefit therefrom?

A. 4-I know only what she told me.

Q. 5-State what she told you, as well as what she said with reference to this agreement?

Counsel for defendants objects to question and answer.

-5-

because hear say, and also because immaterial and irrelevant, and because Mrs. Barron herself is the only proper witness on the question of what she said.

A. 5-She told me that she had compromised the case. And then I saw the deed. She also agreed to pay me a fee of \$50.00 for my services in the case. That was after the compromise had been made.

And further the deponent sayeth not.

Witness to mark
John B. Barron

H. G. Ely
James H. Collier
mark

Also the deposition of R. P. Barron taken on behalf of complainant, who, being a witness of lawful age, and being first duly sworn, deposes and states as follows:-

Q. 1-State what you know about a compromise in the case of Louisa J. Barron against John Gilly and James H. Collier?

A. 1-Mr. Gilly come up to Mr. Mathews and Maynor's office and got me to go with him down to see my mother --- him and Jim Collier and Poke Barron went down there, and they made the proposition to my mother to pay her \$200.00 to release the suit, and my mother did not want to take it. She refused and said she would dismiss the suit without taking any pay, for she did not feel right to take the money. Collier and Gilly insisted that she should take it --- She agreed then to dismiss the suit, and then as Mr. Gilly and myself was coming up the street together I was talking and asked him about the costs of the suit ---which would have to settle them. Then he said that him and Collier would fix that up --it was not but a small amount and they would settle it. And I mentioned it to him after we got the contract and deed drawn up, and he said again that they would fix that. When we went ~~down~~ down there to have the papers acknowledged I believe it was men-

tioned again about it.

-6-

tioned again about the costs in the presence of all in the house ---Mr. Gilly, Mr. Collier and Mr. S. C. Berryman, and I believe my sister was present too---and Mr. Gilly said they would fix that up and she would not be bothered about ~~ix~~ the costs. In two or three days after that I saw Mr. Gilly again; that was the day Mr. Ely come up here to see me, I believe it was the same day, and he met me out on the street and he asked what Ely said and I told him that we had agreed to pay him \$50.00 attorney's fee in the case--- \$50.00 of the money they had paid my mother. He then said that he and Collier would fix it up about the costs, and settle up the costs and see that my mother was not bothered any more about the suit. She was troubled about it and did not want to be in it.

Answer objected to because hearsay and because immaterial.

McDowell.

And further this deponent sayeth not.

R. P. Barron
per M

Virginia, Wise County, To-wit:

I, John B. Payne, a Notary Public in and for the County and State aforesaid, do hereby certify that the foregoing depositions of John Gilly and James H. Collier were duly taken, sworn to and subscribed before me at the time and place, and for the purposes set forth in the caption.

Given under my hand this 23 day of January, 1894.

John B. Payne
Notary Public for Wise County, Va.

Virginia, Wise Co Court J. B. C. McDowell Jr., Notary Public for Wise Co, Va, hereby certify that the foregoing depositions of N. G. Ely & J. H. Collier were duly taken & sworn to before me, at the time & place & for the purposes herein shown. Given under my hand & official seal of the Notary Public for Wise Co, Va. J. B. C. McDowell Jr. 29 Jan 1894

History of us 7 sets
paid by Jms Hill
Jms. B. Payne
R.O.

Received by mail in good
condition on February the 2nd
1894 and filed on the same
day

A.B. Munsey Clerk

To

Original
Souisa J. Barron

Take notice, that on the 23^d day of *Jan'y*, 1894, at the office of *Bullett*
McDowell, in the town of *Big Stone Gap, Va.*, between the hours of 9
o'clock a. m. and 6 o'clock p. m. of that day *we* shall proceed to take the depositions of *John*
Gilly and Jas H Collier and others
to be read in evidence in *our* behalf in the suit in equity depending in the *Circuit* Court of
Lee County in which *Eliza J. Barron, alias*
Souisa J. Barron is Plaintiff and *we* are

Defendant; and if from any cause the taking of said depositions be not commenced on that day,
or if commenced, if they be not completed on that day, the taking of said depositions will be
adjourned and continued from time to time and place to place until they are completed.

Respectfully,

John Gilly & Jas H Collier
by Bullett McDowell
Counsel

See for delinquent copy
50¢ paid by J. B. Gilley

Executed within on Jan'y 11. 1894 by delinquent
a true copy hereto to which named
Louisa J. Barron in Wise Co. Va —
J. B. Gilley

Virginia, Wise Co, townit

This day J. B. Gilley, whose name is
signed above appeared before me in
Wise Co., Va & made oath that the foregoing
return is true & correct under my hand
this Jan'y 18. 1894

H. M. McDowell Jr
Notary Public Wise Co Va

Original

I, Louisa J. Barron, also known as Eliza J. Barron, relict of W.N.G. Barron, Jr., deceased, have this day sold and conveyed to John Gilly and James H. Collier all of my right title and interest in and to the land conveyed, or that was intended to be conveyed to them by deed dated January 27th, 1876, from W.N.G. Barron, Jr. by J.K.P. Barron, attorney in fact, to the aforesaid Gilly and Collier, and I hereby direct that the suit lately instituted for me and in my name be forthwith dismissed.

Witness my signature and seal.

Louisa J. Barron (Seal)

witness

A. C. Benjamin

Agreement
Louisa J. Darnum
with
Gilly & Collier
Exhibit No 1

Entitled to a share \$504.39 with
interest from Feb'y 1st 1877.

This Settlement is made in the Case of
James Collier

vs
Wm. N. G. Barrow et al

of Ind. Chy.

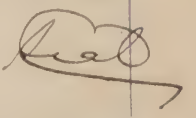
The evidence of purchase is
filed in this suit marked A. H. D. J.

J. L. & C. J. Rice Esrs vs
James F. Jones et al

State of Report \$559.50, & int. from
Feb'y 9th 1877 - See Hyatt's Report
Filed Mich 20th 1890

J. L. P. Barrow Ric'd of C. J. American Com.
\$24.80, 1st Apr 1890. -

This deed made the 18th day of Feby 1871
between John B. Callin and Rebecca Callin
his wife of the County of Wise and State of
Virginia of the 1st part, and W^m N. J. Barrow, Jr.
of the County of Lee and State aforesaid of the
second part - Withenseth; That for and in
consideration of the sum of three hundred dol-
lars in hand paid by the said W^m N. J. Bar-
row, Jr, to the said John B. Callin and Rebecca
Callin his wife, the receipt whereof is hereby
acknowledged, the said John B. Callin and
Rebecca Callin his wife hath this day bargained
and sold unto the said W^m N. J. Barrow, Jr, all of
the said John B. Callin's interest in the real
Estate and Personal property of Aaron J.
Callin, Decedent - Estate, being and lying
in the said County of Lee, Va. the said
John B. Callin being an heir at law of the
said Aaron J. Callin Dec'd. To have and to
hold the said interest in the real estate
with general warranty to the said W^m N. J.
Barrow, Jr. and his heirs forever. Witness
the following signatures and seals the
day and date first above written

John B. ^{his} Callin 
^{mark}

Rebecca ^{her} Callin
^{mark}

Wise County, to-wit:

J. D. H. Short and D. H. Riner Justices of
said County do certify that John B. Collins and Rebecca
Collins his wife after being examined apart do acknowledge the foregoing writings to be their act and
deed. The foregoing writings bearing date February
18th day 1871. Given under our hands the 20th day
of February, 1871.

J. D. H. Short J. P.

D. H. Riner J. P.

Virginia, Lee County Court-Clerk's Office March 23rd 1887.

The foregoing deed bearing date Feb'y 18th 1871 between John B.
Collins between John B. Collins and wife of the one part of Lee
County, Va. and Wm. A. Barron of the other part of Lee County, Va. was
this day filed in this Office and admitted to record upon the
foregoing Certificate. Test: -

Jas. R. Gibson, Clerk.

A copy Teste S. V. F. Richmond Clerk

copy of deed

John B. Collins & wife

To

Wm. A. Barron &

7-25-7

Eliza Barron

Memo

John Gilly &

James H. Collier

In and Bk 17, p 567.

Is a married woman join in deed
with Atty in fact of husband - and
trans date Jan 27th 1878.

Is a deed without a warranty
good?

Is a power of Atty good not under
seal - & if not is the deed of the wife
good there being no joiner with
husband.

Examine Certificate &c

Eliza J. Barron sworn signed deed.

Eliza Barron
ms

John Gilly et al

J. H. P. Baron Mgr. of
To 3 Bats of Deer
Hilly & Callie.

January 27th 1876

66 1 27
9

93

Must have been bad eye
about

Barrow Hus
v. J. Munn
Nelly et al

Date of
Died

Elyza J Barron

John Gilly et al

Statement of Counsel

H. C. McDowell Jr states that he is the attorney for the defendants in the above styled cause; that on Thursday Nov 9th or Friday Nov 10th 1893 he was shown by counsel for plaintiff a decree which defendant's counsel intended to enter in said cause whereby the plaintiff recovered costs. McDowell objected to the entry of said decree, stating that it would be proper only in the event that the parties had agreed that the plaintiff should recover costs; that he had no recollection of having heard that there was such an agreement and that he had supposed that the plaintiff's bill would be dismissed at her own cost as of course; but that he would write to John Gilly, one of the defendants, and if he answered that the agreement was that plaintiff should recover costs he would make no objection to the decree being entered; if the answer were that the agreement was that plaintiff should pay the costs, or if nothing had been agreed as to the costs, that he would answer the bill and leave the question of costs to the court.

1 He further states that he thought this
2 Cause was agreed to by plaintiffs'
3 Counsel and was much surprised
4 when this Cause was called for the first
5 time on Nov 14, 1893, to learn that the
6 decree first mentioned had been en-
7 tered on Nov 10, 1893 without his
8 knowledge or consent.

9 Counsel for defendants further
10 states that he has not yet received
11 an answer to his letter to John
12 Gilly, which he believes to be due
13 to the fact that the said Gilly lives
14 some six miles from his post of-
15 fice and frequently does not call for
16 his mail more often than once or
17 twice a week.

18 He further states that he has delayed
19 answering in this Cause simply because
20 of what he supposed to be an agree-
21 ment on the part of plaintiffs' Coun-
22 sel not to have entered the aforesaid
23 decree at least until notice of
24 such intention had been given him.

This Nov 14 1893

H. McDowell Jr

26
27 sworn to by H. McDowell Jr before
28 me this Nov 14, 1893 in the Clerk's Office
29 of the Circuit Court of Lee County, Va.
30 J. A. S. Hyatt D. C.
31
32

h 13

J. H. McDowell

John Gilley et al

M. G. ELY,
Attorney - at - Law.

Turkey Cove, Va. July 24th 1893.

W.D. Dr.

Dear Friend,

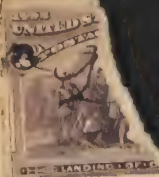
I have learned that - Eliza
J. Barron is 52 years of age and that - W. M. G. Barron Jr
died ^{about} April 1st 1887. I have not seen the widow yet - but have
seen all the boys, Jim, Rut, Bob, Ed & Leticia, they say let the ball roll.
I am not able to find out the no. of acres owned each by
Gilley & Ed Collins, I learned that no motion was made to
have John Middle removed as our Jurisistate, it can't tell
Moke Wess, That - Middle wants a finger in that pie before
he is removed, he won't want any undue advantage taken
on the part of his personal enemies

Love W. Dr.

M. G. Ely -

After 5 days return to
M. G. ELY,
ATTORNEY AT LAW.
TURKEY COVE, VA.

Turkey Cove
July 24th
1893



Wm. A. Orr,
Atty at Law
Lonsville
Va.

La 6033

AFTER 10 DAYS, RETURN TO
LOUISVILLE & NASHVILLE RAILROAD CO.
OFFICE OF THE GENERAL MANAGER,
LOUISVILLE, KY.

LOUISVILLE KY
JUL 17 '10
2 PM



Wm A Orr Esq.

Attorney at Law.

Jonesville

Eliza J. Warner
vs J. Warner

Bills of Exchange

Charge in bill
that passage of bill is
improperly on record.

In Exch Bk 2
p 260

Goods must be
shaded. See

In Exch Bk 2 p 235

No person can withhold
a Person of City records
and make a
deed obligatory upon
any other In Exch
Bk 1 p 87

1 L. E. Flannery, Adm'r }
2 vs } Plffs Brief

3 J. H. P. Barrow, et al Adm'r

4 This is a Petition in the nature
5 of a bill of review, asking to have a decree
6 & report reviewed in Case of Ross's Exrs vs
7 J. F. Jones et al, dated Apr 3rd 1890. Neither
8 this decree nor any decree after its disposal
9 of the question of Costs. This being so there
10 is yet a material something to be done
11 in the case yet & for this reason the
12 decree & matter complained of are
13 not finally disposed of by the Court.
14 Besides, the petition substantially charges
15 fraud & should be entertained. It is
16 also worthy of note that neither the petitioner
17 nor the heirs of the decedent or the decedent
18 were ever parties to said suit. This
19 is a creditor's bill & the petitioner simply asks
20 that he be allowed to come into the case
21 and assert his claims to certain money
22 therein claimed by debt, & yet under control of
the Court

23 78 Va, 420; 83 Va, 78-9; 84 Va 877; 85 Va 444;

24 The last-cited case is almost this case for since
25 the decree complained of there has been
26 a decree in the case referring the matter
27 to A. M. Jones, showing clearly that there
28 was yet something to be done & that
29 said decree is interlocutory.

30 Wm A. Dr. atty

C. E. Flannery Adams

vs. } plffs

Def

J. H. P. Barron et al Adams

Wm. A. Orr } attys
M. H. Ely }

The Commonwealth of Virginia,

To The Sheriff of Lee County Greeting:

WE COMMAND YOU TO SUMMON

John Gilley and James H. Collier

to appear at the Clerk's office of the Circuit Court of Lee County, at the Court House, on the first Monday in *1st*
September next, being rule day to answer a bill in Chancery exhibited in our said Court against
them by *Eliza J. Barron*

And have then and there this writ.

Witness, *A. B. Munsey* Clerk of said Court at the Courthouse.

This *24th* day of *July* 18*93* in the 11*8* year of the Commonwealth.

A. B. Munsey Clerk.

A Copy Teste.....Clerk.

Eliza J Barron
vs { Spa Buchy
John Gilley et. al

To 1st Sept Rules 1878

Executed by
Delivering an
Office copy of
of the within
Sumis to

John Gilley +
James H. Collins
Aug the 3 1878
L. M. Wade D. S.
for C. C. Felanary
S. L. C.